

# NATIONAL AERONAUTICS AND SPACE ADMINISTRATION GEORGE C. MARSHALL SPACE FLIGHT CENTER MARSHALL SPACE FLIGHT CENTER, ALABAMA 35812

## **INDUSTRY BRIEFING**

Acquisition and Business Support Services

Draft Request for Proposal (DRFP) NNM1653412R

**Huntsville Chamber of Commerce** 

9:00 AM, December 1, 2015



### Welcome

- **♦** Introductions
- Orientation (fire exits, restrooms, etc.)
- ♦ Please turn off cell phones and no video/audio recording
- Purpose of the Industry Briefing:
  - > Highlight ABSS requirements
  - Highlight key topics of the DRFP
  - > Serve as an aid in preparation of proposals



## **Agenda and Presenters**

♦ Introduction & Ground Rules Robby Newton

Requirements OverviewRobby Newton

Procurement OverviewRita James

Pricing Overview Deborah Stone

♦ Key Topics

Labor Relations
Patrick Rasco

Small Business
David Brock

Legal Considerations
Kevin Love

Additional Items
Robby Newton

Concluding RemarksRobby Newton



## **Briefing Ground Rules**

- ♦ Remarks and explanations at the Industry Briefing do not qualify the terms of the solicitation.
- ♦ Terms of the Solicitation and Performance Work Statement remain unchanged unless the Solicitation is amended in writing.
- No questions will be addressed during the presentation.



### **Source Evaluation Board (SEB)**

### **Source Selection Authority**

Robin N. Henderson (Associate Center Director)

### **SEB Advisors**

Ketela Helton (Procurement)

Sherry Fenn (Procurement)

Kevin Love (Legal)

Deborah Stone (Pricing)

Chiquita Goodloe-Suggs (Pricing)

Kimberly D. O'Donnell (Pricing)

David Brock (Small Business)

Jimmy Hill (SMA)

Patrick Rasco (Labor Relations)

Tracy Helmick (Property)

### **SEB**

Robert Newton (Chair)

Rita James (Procurement Rep)

Fred Harrington (Voting Member)

Don Miller (Recorder)



### **Comments and Questions**

- ◆ Comments and questions regarding this DRFP shall be submitted via email to <a href="rita.r.james@nasa.gov">rita.r.james@nasa.gov</a>. The deadline for submission of questions and comments is <a href="12:00 noon Central Standard Time">12:00 noon Central Standard Time</a> (CST), Friday, December 4, 2015.
- ♦ An assessment of all comments and questions will be made by the Government.
- ♦ Incorporation of industry comments and questions in the final RFP is at the discretion of the Government. Changes will be identified in the final RFP change log.



### **Comments & Questions (cont.)**

◆ All questions or comments shall be submitted in writing and received no later than 12:00 noon CST on Friday, December 4, 2015 by:

NASA/Marshall Space Flight Center

ATTN: PS33/Rita R. James

MSFC, AL 35812

or

rita.r.james@nasa.gov

◆ The Industry Briefing charts and a list of firms attending the industry briefing will be posted on NAIS: <a href="http://procurement.nasa.gov">http://procurement.nasa.gov</a>



## Requirements Overview

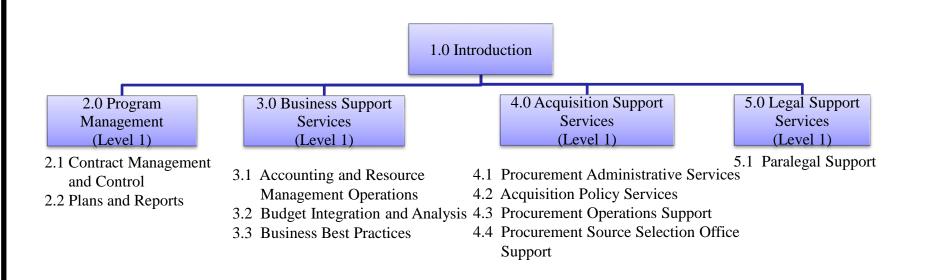


### **Requirements Overview**

- ◆ The purpose of this briefing is to highlight key requirements of the DRFP for the ABSS re-competition.
- ◆ ABSS will provide the following services:
  - **Business Support Services** Provides for Accounting Operations, Budget Integration and Analysis, Business Systems, and Business Best Practices
  - Acquisition Support Services Provides for Procurement Administrative Support Services, Acquisition Policy Services, Procurement Operations Support Services, and Source Selection Office Support Services
  - ➤ **Legal Support Services** Provides for Paralegal Support Services
- ◆ Current services for the ABSS contract are provided by Al Razaq Computing Services, ABSS NNM11AA30C as summarized in Attachment L-6, Current and Anticipated Needs Data of the DRFP.



### **ABSS Work Breakdown Structure**



Reference: Draft RFP Attachment J-1, Performance Work Statement



### **Procurement Overview**

# Rita James

SEB Procurement Representative



## **Contracting Approach**

- Contract information:
  - ➤ The Government intends to make only one award to a Woman-Owned Small Business (WOSB) as a result of this solicitation
  - North American Industry Classification System (NAICS)
    Code: 541219 Other Accounting Services
  - ➤ Size Standard is \$20.5M



## **Type of Contract**

- Contract is performance-based, Indefinite Delivery Indefinite Quantity (IDIQ) contract with Firm-Fixed Price (FFP) task orders.
  - The contract will contain the following potential values for IDIQ and Travel/Training:
    - IDIQ Minimum Value

- \$1M (per contract year)
- IDIQ Maximum Potential Value
- \$15M (per contract year)

Travel/Training Maximum
 Potential Value

\$150k (per contract year)



### **Place of Performance**

• Reference Clause F.2, MSFC 52.237-91 Place of Performance:

The services performed under this contract shall primarily be performed at:

- Marshall Space Flight Center (MSFC), Alabama
- NASA Enterprise Application Competency Center (NEACC), MSFC, Alabama
- ➤ MSFC Office of Chief Information Office Support (OCIO), on/off-site
- National Space Science Technology Center (NSSTC), Sparkman Drive, Huntsville, Alabama
- Michoud Assembly Facility (MAF), Louisiana
- Any other locations approved in writing by the Contracting Officer.



### **Period of Performance**

 Contract will include a one year base period and four one-year option periods as follows:

IDIQ Base Year (Yr. 1)	May 1, 2016 through April 30, 2017
IDIQ Option 1 (Yr. 2)	May 1, 2017 through April 30, 2018
IDIQ Option 2 (Yr. 3)	May 1, 2018 through April 30, 2019
IDIQ Option 3 (Yr. 4)	May 1, 2019 through April 30, 2020
IDIQ Option 4 (Yr. 5)	May 1, 2020 through April 30, 2021

- Total potential contract period of performance not-to-exceed 5 years.
- The contract will also include a six month option to extend services clause (Reference clause I.3, 52.217-8, Option to Extend Services).



## **Proposal Submission**

- All proposals shall be submitted NLT 12:00 noon CST, January 25, 2016
  - Volume I Mission Suitability
  - ➤ Volume II Price
    - Request submittal NLT 12:00 noon CST, Monday, January 11, 2016 for Attachments L-2, L-3, and L-4, however, delivery is not required until the proposal due date
  - > Volume III Past Performance
    - Request submittal NLT 12:00 noon CST, Monday January 11, 2016, however, delivery is not required until the proposal due date
  - Volume IV Completed Model Contract
    - Signed SF33's, Section J (all attachments) and Section K Certifications



## **Proposal Submission (cont.)**

Volume	Title	<b>Due Date</b>	<b>Local Time</b>
I	Mission Suitability Volume	January 25, 2016	12:00 noon CST
II	Price Volume	January 25, 2016	12:00 noon CST
II	<ul> <li>Attachment L-2, Form B1, Cognizant Audit Office         Template (CAOT) *</li> <li>Attachment L-3, Form SF1408, Preaward Survey of         Prospective Contractor Accounting System *</li> <li>Attachment L-4, Form D1, Preaward Survey of         Prospective Contractor Accounting System Checklist *</li> </ul>	January 25, 2016	12:00 noon CST
III	Past Performance Volume *	January 25, 2016	12:00 noon CST
III	Attachment L-5 Form SC, Past Performance	January 25, 2016	12:00 noon CST
	Interview/Questionnaire Forms *		
IV	Completed Model Contract, Signed SF33's, Section J (all attachments) and Section K Certifications	January 25, 2016	12:00 noon CST

<sup>\*</sup> Requested submittal NLT Monday January 11, 2016 (12:00 noon CST); however, delivery is not required until the proposal due date. Reference provision L.16, Due Date for Receipt of Proposals.



### **Proposal Submission (cont.)**

Page Limitations:

Volume I - Mission Suitability 60 Pages
Volume II - Price Unlimited

Volume III - Past Performance 12 Pages

(The only exclusion is the Past Performance Questionnaire Forms)

Volume IV - Completed Model Contract Unlimited

- The RFP should be carefully consulted for items which are excluded from the page count.
- Information that can be construed as belonging in another volume of the proposal but is submitted in an unlimited page limit volume will be counted against the page-limited volume.
- Pay close attention to page limitations and other instructions. Failure to comply will impact proposal acceptability.
- Reference Provision L.6 Proposal Page Limitation for detailed instructions.



### **Procurement Schedule**

DATE
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Draft RFP Released	November 16, 2015
Industry Briefing	December 1, 2015
Release Final RFP	December 14, 2015
Proposals Due	January 25, 2016
Competitive Range Determination	TBD (if applicable)
Source Selection/Contract Award	March 28, 2016
Phase-In Start	April 1, 2016
Contract Effective Date	May 1, 2016

Note: All dates are subject to change and are to be used for planning purposes only.



## **Pricing Overview**

## Deborah Stone

Pricing Team Lead, Office of Procurement



# Section L.20, Volume II (Price) Proposal Instructions

- In the ABSS DRFP, section L.20 (b)(5), Financial Capability (Part 1), states that the Offeror shall submit one copy of the audited financial statements. However, for this solicitation, unaudited financial statements are acceptable.
  - ➤ If a proposed subcontractor is a large business, audited financial statements are preferred (if available).
- The RFP will be corrected to reflect this information



# Section L.20, Volume II (Price) Proposal Instructions

- Prime Offeror and all proposed subcontractors must submit pricing forms.
  - ➤ Prime Offeror's pricing forms will include the composite rate of prime and proposed subcontractors IDIQ fully burdened rates. For the purpose of this procurement, all subcontractors must complete Attachment L-1.
- Prime Offeror's accounting systems must be capable of identifying and segregating costs in accordance with their approved system.



# Section L.20, Volume II (Price) Proposal Instructions (cont.)

- ◆ As instructed in Section L The Offeror and all proposed subcontractors must submit:
  - **▶** EPM Excel Pricing Model
    - NASA provided model for submission of the cost (Attachment L-1)
  - **▶** OPM Offeror's Pricing Model
    - Offeror's pricing model generated from the Offeror's Accounting System in a format in accordance with that Offeror's customary practices.



# Section L.20, Volume II (Price) Proposal Instructions (cont.)

### L-1A Excel File - ABSS-ABC Attachment L-1A.xlsx:

<u>Tab PA</u> - Summary of IDIQ Fully Burdened Rates (including Profit)

<u>Tab PB</u> - Productive Factor

Tab PC - Schedule of Overhead, G&A and Other Indirect Rates

<u>Tab PD</u> - Fringe Benefits/Payroll Additives Rate Development

<u>Tab PE</u> - Fringe Policy Questionnaire

Tab PF - Phase-In Form

<u>Tab PG</u>
- Development of Adjusted Subcontractor Fully Burdened Rates (SFBR) with Offeror's Burdens (Prime Only)

<u>Tab PH</u> - Fully Burdened Composite IDIQ Rate Development (Prime Only)

<u>Tab PI</u> - Summary of Proposed IDIQ Composite Rates by Contract Year (Prime Only)

These Excel worksheets are linked to each other and these links shall not be broken



## **Example of Tab PA**

**Summary of IDIQ Fully Burdened Rates** 

Tab PA

			Yr 1, Base	Burdens				Yr 1, Base			
				0.00%	0.00%	0.00%		0.00%		0.00%	
NASA Labor Category	Offeror's Labor Category	Exempt/S CA	Base DL Rate	Fringe\$	ОН1 \$	OH2 \$	Subtotal	G&A \$	Total before Profit	Profit \$	IDIQ FBR*
Program Manager		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PWS 3.0 - Business Support Services											
Budget Analyst I	 	Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst II		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst III	 	Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst IV	 	Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst IV (MAF)	 	Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst I	 	Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst II		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst III		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst IV		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst I		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst II		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst III		Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst IV	i 	Exempt		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



# Tab PA for Direct PMO WYE Staffing (Rows 276 – 292)

- Tab PA in the cost forms calculates the IDIQ Fully Burdened Labor Rate (FBLR).
- The Offeror inputs the base labor rate in column D.
- The overhead and G&A rates are from tabs PC and the fringe rates are from tab PD.
- Profit will be input in tab PA, column K.
- Exempt labor rates should be escalated for the out years. The RFP includes escalation percentages per year. If the Offeror chooses to use a different escalation rate, a thorough explanation/rationale shall be provided in the cost narrative.
- The Service Contract Act (SCA) identified labor categories must use at least the minimum SCA stated labor rates.
- Any additional Project Management Office (PMO) staffing should be shown on tab PA, Rows 276-292.



# Section L.20, Volume II (Price) Proposal Instructions (cont.)

- The RFP includes Government estimated values for Travel and Training of \$150,000 per year including burdens (\$75,000 for the 6 month extension). The Offeror should include any burden rates for travel and training on form PA rows 165-169. Travel and Training inclusive of all burden costs can not exceed the RFP stated amount.
- The EPM contains linking among the spreadsheets. However, use of external links (source data not provided to NASA) of any kind is prohibited. The EPM and all its associated workbooks/files shall <u>not</u> be locked/protected or secured by passwords
- The Offeror shall not modify the price forms unless an error is discovered or unless the price form contains specific areas where alternate input is required.
  - ✓ It is the Offeror's responsibility to ensure that all data is properly accounted for in the price volume in order to ensure an accurate proposal.



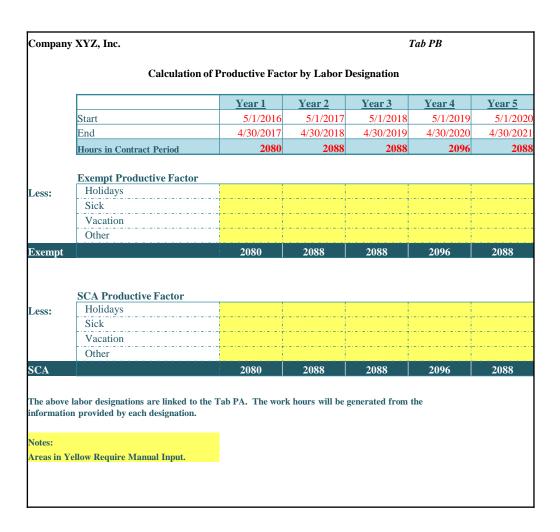
# Example of Tab PA Rows 264-269 for Travel/Training Instructions (Price Volume)

<u>ELEMENTS</u>		Base	Yr. 2 Option 1	Yr. 3 Option 2			Total before Ext	6 Month Ext. **	Total Contract Value with 6 mos.
Other Direct Costs Travel/Training							\$0	\$0	\$0
Burden/Handling	0%						\$0	\$0	\$0
G&A	0%						\$0	\$0	\$0
Total Travel/Training ***		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

\*\*\* Total cannot exceed \$150,000 with burdens for contract year (\$75,000 for Option to Extend Services)



### **Example of Tab PB Productive Factor**





# Example of Tab PC for OH, G&A and Other Indirect Rates

Company XYZ, Inc.	Sche	dule of Overhead, G&	A and Other Indirect R	ates	:	Tab PC						
		dule of Overhead, G&	A and Other Indirect R	ates								
	Offeror Fiscal Year			Schedule of Overhead, G&A and Other Indirect Rates								
	Offeror Fiscal Year			,	Areas in Yellow Require Mar	nual Input						
	Offeror Fiscal Year	V	Period	Committee in Arms								
Begins	1/1/16	Contract Year 5/1/16	1st Fiscal Yr	Conversion in days	67%							
Ends	12/31/16	4/30/17	2nd Fiscal Yr	121	33%							
Litus	12/31/10	4/30/17	Zildriscarii	121	3376							
G&A Basis:	Input Allocation Base Here											
	Historical	Historical	Projected	Projected	Projected	Projected	Projected					
	Offeror Fiscal Year	Offeror Fiscal Year	Offeror Fiscal Year	Offeror Fiscal Year	Offeror Fiscal Year	Offeror Fiscal Year	Offeror Fiscal Year					
	2014	2015	2016	2017	2018	2019	2020					
n												
Pool	\$10	\$10	\$1	\$1	\$1	\$1	\$1					
Base	\$50	\$100	\$100	\$100	\$100	\$100	\$100					
This contract effort			\$30	\$30	\$30	\$30	\$30					
Other Forecasted effort	\$25	\$15	\$1	\$1	\$1	\$1	\$1					
Total Base	\$75	\$115	\$131	\$131	\$131	\$131	\$131					
Rate	13.3%	8.7%	0.8%	0.8%	0.8%	0.8%	0.8%					
Conversion to Contractor FY			Rate used in FBR	0.76%	0.76%	0.76%	0.76%					
Overhead Basis:	Input Allocation Base Here											
ereineau Basis.	Historical	Historical	Projected	Projected	Projected	Projected	Projected					
	Quoter Fiscal Year	Quoter Fiscal Year	Quoter Fiscal Year	Quoter Fiscal Year	Quoter Fiscal Year	Quoter Fiscal Year	Quoter Fiscal Year					
	2014	2015	2016	2017	2018	2019	2020					
Pool	\$1	\$1	\$0	\$0	\$0	\$0	\$0					
Base	\$10	\$10	\$10	\$10	\$10	\$10	\$10					
This contract effort												
Other Forecasted effort												
Total Base	\$10	\$10	\$10	\$10	\$10	\$10	\$10					
Rate	12.0%	10.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
Conversion to Contractor FY			Rate used in FBR	0.00%	0.00%	0.00%	0.00%					



### **Tab PD for Fringe Rates (Part A)**

Tab PD

Company XYZ, Inc.

Part A

Fringe Benefits/Payroll Additives

#### FRINGE RATE DEVELOPMENT

#### **REAL YEAR DOLLARS**

Pool Elements	Year 1	Year 2	Year 3	Year 4	Year 5
GROUP HEALTH INSURANCE					
GROUP LIFE INSURANCE					
RETIREMENT					
SHORT TERM DISABILITY					
LONG TERM DISABILITY					
PROFESSIONAL LIABILITY INS.					
OTHER (SPECIFY)					
Employee Awards Health and Welfare					
Training					
Holidays					
Sick Leave					
Vacation/Personal Leave					
OTHER (SPECIFY)					
OTHER (SPECIFY)					
TOTAL EXPECTED COST OF FB	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Base					
Projected Direct Labor Base this contract	\$0	\$0	\$0	\$0	\$0
Indirect (OH & GA) Labor Base	\$0	\$0	\$0	\$0	\$0
Other contracts Direct Labor Base	\$0	\$0	\$0	\$0	\$0
TOTAL LABOR BASE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Fringe Rate before Payroll Additive	0%	0%	0%	0%	0%
Payroll Additive Rate From PART B BELOW	0%	0%	0%	0%	0%
FRINGE BENEFIT RATE	0%	0%	0%	0%	0%

**Acquisition and Business Support Services** 



# **Tab PD for Fringe Rates (Part B) Pricing Overview**

	PAYROL	LL ADDITIVES RAT	E DEVELOPMENT			
Part B						
	DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
FICA CALCULATIONS:						
SOCIAL SECURITY (SS)						
	BASE WAGES	\$0				
X SS RATE						
= SUBTOTAL		\$0	\$0	\$0	\$0	\$0
MEDICARE						
	BASE WAGES	\$0				
X MEDICARE RATE						
= SUBTOTAL		\$0	\$0	\$0	\$0	\$0
UNEMPLOYMENT TAX:						
FUTA						
	BASE WAGES	\$0				
	X TAX RATE					
	= SUBTOTAL	\$0	\$0	\$0	\$0	\$0
				, ,	, .	
SUTA						
	BASE WAGES	\$0				
	X TAX RATE					
	= SUBTOTAL	\$0	\$0	\$0	\$0	\$0
WORKERS' COMPENSATION:						
	BASE WAGES	\$0				
X PREMIUM RATE						
	= SUBTOTAL	\$0	\$0	\$0	\$0	\$0
OTHER (SPECIFY):						
	= SUBTOTAL	\$0	\$0	\$0	\$0	\$0
TOTAL PAYROLL ADDITIVES:		\$0	\$0	\$0	\$0	\$0
	TOTAL LABOR BASE	\$0	\$0	\$0	\$0	\$1
	= PAYROLL ADDITIVE RATE	0.00%	0.00%	0.00%	0.00%	0.00%



### **Tab PD for Fringe Rates (Part C)**

### Indicate Hourly Health & Welfare cost by Employee Category (per yr)

\* Per the SCA instructions Hrly H&W is computed based on all hours worked not productive factor

									TOTAL
	# of	GROUP			Pension	Short	Long	Sick/	Hourly*
Labor Category	WYE	HEALTH	LIFE	AD&D	Plan	Term [	Disability	Pers Lve	H&W COST
Program Manager	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PWS 3.0 - Business Support Services									
Budget Analyst I	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst II	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analsyt III	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst IV	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst IV (MAF)	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst I	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst II	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst III	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst IV	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst I	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst II	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst III	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst IV	1.0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PWS 4.0 - Acquisition Support Services									



## **Example of Tab PE Fringe Policy Questionnaire**

		Tab PE			
Company XYZ	-				
	This form is to be complete	ed by Offeror	and all subs		
Please attach additional details on each	benefit as necessary.	2 00			
Please indicate whether the dollar amou	ant provided is per pay period, monthly etc				
Compensation Form (b)- Personnel a	and Fringe Benefits Policies (Health & Welfare)				
[ ] Offeror:	_				
[ ] Subcontractor/Team Members:					
	Details / Description	Exempt	Non- Exempt	Ref.	
Health Insurance					
Please indic	ate whether the dollar amount provided is per week,	monthly etc.	•••		
Provider	(e.g. HMO, FFS, High Deductible Health Plan, Consumer Directed Health Plan, Self Insured)				
Eligibility Start Date					
Employee Share \$					
Employee Share + One \$					
Employee Share Family \$					
Employer Share for Employee \$					
Employer Share for Employee + one \$					
Employer Share for Employee plus family \$					
Opt Out Payment					
Calendar Year Deductible Per Person					
Calendar Year Deductible Per Family					
		Off YES	fered NO	% cost to employee	
Dental					
Vision					



### **Tab PF Phase-In Forms (PIF)**

Company XYZ, Inc.	Tab PF				
Phase-In Form (PIF)					
[ ] Prime Contractor:					
Labor Hours					
Regular					
Total Hours	0				
Labor Dollars					
Regular					
Total Phase-in Labor	\$0				
Labor Burdens					
Fringe					
Labor Overhead	\$0				
Total Labor Burdens	\$0				
ODC					
Travel	\$0				
Training	\$0				
Supplies, Material, & Equipment	\$0				
Other	\$0				
Total ODCs	\$0				
Subtotal	\$0				
G&A					
Profit					
TOTAL PHASE-IN	<u>\$0</u>				
Less Company Investment	\$0				
TOTAL PHASE-IN	<u>\$0</u>				



## Tab PG Development of Adjusted subcontractor Fully Burdened With Offeror's Burdens

To Be completed by the Offeror Tab PG

Development of Adjusted Subcontractor Fully Burdened Rates (SFBR)

With Offeror's Burdens

			with Offer	or 8 Buruens			1		1
Labor Category Description (LCD)	FBR1	Handling <sup>2</sup>	OTHER <sup>2</sup>	OTHER <sup>2</sup>	ADJUSTED SBFR³	ADJ SBFR³	ADJ SBFR³	ADJ SBFR³	ADJ SBFR³
example:		5.0%	5.0%	0.0%	Year 1	Year 2	Year 3	Year 4	Year 5
Subcontractor ABC									
Labor Category	\$15.00	\$0.75	\$0.79	\$0.00	\$16.54				
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			:	:
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		:	1	:
Subcontractor PDQ:									
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			:	:
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			<u> </u>	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<u>:</u>	<u>:</u>	<u>:</u>
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			<u>.</u>	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Subcontractor XYZ:									
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<u> </u>		
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<u> </u>	<u> </u>	<u> </u>
Labor Category	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			<u>.</u>	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<u> </u>		
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			<u>.                                    </u>	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			<u> </u>	

Note 1 The FBR should tie to the rates proposed in that Subcontractor's FBR from L-1 Tab PA

Note 2 If a rate is not applicable then no further input is required in that column

Note 3 The offeror may insert rows as needed



#### **Tab PH Composite IDIQ Rate Development**

To Be completed by the Offeror

Tab PH

#### COMPOSITE IDIQ RATE DEVELOPMENT

Development of Contract Rates Weighted For Prime Contractor and Subcontractor Participation Mix

If the offerors teaming arrangement consists of multiple companies (e.g. prime contractor and sub labor) to perform the duties of a full WYE then indicate the percentages by company to establish a blended rate. If one company is 100% for a WYE then indicate that as 100%.

Labor Mix	Labor Category Description (LCD)	Usage	Base Yr	Option 1	Option 2	Option 3	Option 4
Prime		50%	\$10.00	\$11.00	\$11.30	\$11.60	\$11.92
Subcontractor #1		10%	\$8.00	\$9.00	\$9.24	\$9.49	\$9.75
Subcontractor #2		20%	\$9.50	\$10.00	\$10.27	\$10.55	\$10.83
Subcontractor #3		20%	\$9.00	\$9.75	\$10.01	\$10.28	\$10.56
	Sample Labor Category	100%	\$9.50	\$10.35	\$10.63	\$10.92	\$11.21
		0%					
		0%					
		0%					
		0%					
	Program Manager	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		0%					
		0%					
		0%					
		0%					



#### Tab PI Summary of Proposed IDIQ Composite Rates by Contract Year

Summary of Proposed IDIQ Composite Rates by Contract Year					
				7	ab PI
Labor Category Description (LCD)	Base Year	Option 1	Option 2	Option 3	Option 4
Laton Category Description (ECD)	Dase Teat	Option 1	Option 2	Option 5	Option 4
Program Manager	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Budget Analyst IV (MAF)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Analyst IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Resource Analyst IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Administrator I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Administrator II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Administrator III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost/Price Analyst IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Analyst I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Analyst II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Analyst III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Analyst IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Clerk I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Clerk II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procurement Clerk III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchasing Agent I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchasing Agent II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paralegal I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paralegal II	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paralegal III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



## Key Topic - Labor Relations

# Service Contract Act Service Contract Labor Standards

#### **Patrick Rasco**

Office of Center Operations, Labor Relations Director



## **Key Topic - Labor Relations**

#### **Service Contract Labor Standards**

- Subpart 22.10-Service Contract Labor Standards (SCLS)
  - ➤ This subpart prescribes policies and procedures implementing the provisions of <u>41 U.S.C. chapter 67</u>, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965)



# Purpose and Intent of the original Service Contract Act of 1965

• To remove artificially low wages as a factor in the competition for Federal Service Contracts by requiring the payment of not less than locally prevailing wage rates and fringe benefits, or in certain cases, the wages and fringe benefits contained in the predecessor contractor's collective bargaining agreements.



## Definition of "Service Employee"

- Service Contract Act (SCA) defines a service employee as any person engaged in the performance of a covered Federal services contract...
- However, it <u>exempts</u> those employees that qualify as a bona fide <u>Executive</u>, <u>Administrative</u>, or <u>Professional</u> employee



## Things to Consider ...

- As a prospective contractor you are liable for the proper interpretation, application, implementation, and administration of the mandatory provisions of the SCLS
- You must take appropriate action when preparing your offer to ensure compliance with the SCLS and that your corporate policies are compliant with the spirit and intent of the law
- It is the Offerors' responsibility to work with represented employees to gain knowledge of existing CBAs and agreements



- Applies to contracts entered into by the United States or District of Columbia in excess of \$2,500 for the <u>furnishing of services</u> through the use of "service employees" and mandates:
  - > Timely payment of wages
  - Posting Requirements
  - Minimum Record Keeping



- ◆ Those outlined in the SCLS "Area" Wage Determination (WD)
  - Minimum wages based on job classification
    - See the Directory of Occupations to ensure the proper classification of each service employee.
  - ➤ Minimum Health and Welfare Rate
    - A minimum average of \$4.27 per hour, computed on the basis of all hours worked by the service employees employed on the contract.
  - Minimum number of Vacation Days
    - Based on years of continuous service in any capacity with the incumbent contractor and all predecessor contractors.
  - Minimum number of Paid Holidays
    - 10 Paid Holidays per year.
    - Does not require a "service employee" to work the day before or the day after a holiday to receive holiday pay.
      - If any work is performed (by a service employee) in a work week in which a holiday falls, the employee is entitled to holiday pay.



- Requires the payment of health and welfare, vacation, and holiday pay to temporary and part-time employees
- Does not provide for premium rates of pay for overtime hours worked, but it does recognize other Federal laws that do require overtime pay (i.e.,).
  - > The Fair Labor Standards Act.
  - ➤ Contract Work Hours and Safety Standards Act.
    - Premium Pay is one-and-one-half  $(1\frac{1}{2})$  times the employee's basic hourly rate of pay for all time worked over 40 hours per week.



- Items that can not be counted as Health and Welfare for SCLS computation purposes:
  - > Federal, State, and Local Taxes, Unemployment or Workers' Compensation, Professional Insurance, Liability Insurance, etc.
  - > The furnishing of Board and Lodging
  - ➤ The furnishing of "facilities" or "transportation"
  - Contributions to social functions
  - Vacation Pay
  - Holiday Pay



### Job Description/Qualifications Form

PRIME/SUBCONTRACTOR NAME(s): Enter text here

TITLE	Company Job Title: Enter text here				
$\square$ MSFC	CBA Job Title: Enter text here				
$\square$ Other	Solicitation Job Title: Enter text here PLEASE PAY				PLEAS <mark>E</mark> PAY
	SCI Wage Determination soo Title. Linter test nere				PARTICULAR
	SCA Directory of Occupations Classification Number: Enter text nere THIS FORM				
Type/Salary	□ Exempt	Annual	From \$	To \$	IT IS USED
RANGE	□ Non-Exempt	Hourly	From \$	To \$	EXTENSIVELY IN THE EVALUATION AND WILL BE
AVERAGE HOURLY					COMPARED TO
COST OF HEALTH	\$				YOUR COST DATA
AND WELFARE					
DESCRIPTION	Enter text here				
_					
QUALIFICATIONS	Education: Enter text here				
	Experience: Enter tex	t here			



## **Instructions for Completing the JDQ Form**

- TITLE
- There are two Job Description/Qualification forms per page. One form is to be completed for <u>each</u> job title/classification.
- (*NOTICE*: This applies to <u>all</u> proposing subcontractors as well)
  - Contractor Job Title Enter your job title <u>if</u> different from the Service Contract Act (SCA) job title/classification.
  - ➤ Solicitation Job title Enter the job title identified in the solicitation.
  - SCA Wage Determination Job Title/Classification Enter the <u>accurate SCA job title/</u> classification and SCA job number <u>from</u> the SCA Wage Determination.
- [<u>NOTE</u>: Detailed position descriptions are contained in the SCA Directory of Occupations, Fifth Edition, dated April 2006 for each job classification listed on the wage determination. In addition, the SCA Directory of Occupations can also be found on-line at the following web address:

http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf



## **Instructions for Completing the JDQ Form**

#### ◆ TYPE

Place an X in the Box that is applicable to the job title/classification.

- Exempt Those job classifications identified as <u>exempt</u> classifications.
- ➤ Nonexempt All job classifications <u>other than</u> those exempt

#### ♦ SALARY / WAGE RANGES:

For the specified job title/classification, enter the minimum and maximum <u>annual pay</u> in the corresponding space for Exempt Classifications <u>or</u> enter the minimum and maximum <u>hourly pay</u> in the corresponding space for Nonexempt Classifications.

Note: The minimum rate can never be lower than the SCA Wage Determination minimum.

#### ♦ HEALTH AND WELFARE [FRINGE BENEFITS ]:

Provide the exact average hourly cost of health and welfare for service employee



## **Instructions for Completing FORM SD**

- ♦ <u>NOTICE</u>: The exact <u>average hourly cost</u> of fringe benefits for service (non-exempt) employees and <u>shall not</u> include the cost of vacation pay, holiday pay, liability insurance, state and Federal taxes, professional liability insurance, unemployment or workmen's compensation insurance, etc.
- ♦ <u>NOTE</u>: The average hourly cost of fringe benefits <u>must</u> be computed <u>separately</u> for <u>Exempt</u> (those employees <u>not</u> covered by the SCA) and <u>Nonexempt</u> (those employees covered by the SCA) employees.
- ♦ <u>NOTICE</u>: The SCA makes <u>NO</u> distinction between <u>full-time</u>, <u>part-time</u>, and <u>temporary</u> "service employees" in regards to the payment of fringe benefits, <u>including</u> vacation and holiday pay.
- ◆ <u>DESCRIPTION</u>

  Briefly describe the duties performed under the specified job title/classification.
- ◆ QUALIFICATION REQUIREMENTS

  Identify the education and experience requirements for an employee to qualify for the specified job title/classification



## Please give appropriate attention to SCLS

- ◆ It is a critical part of this solicitation evaluation and successful contract performance.
- ◆ Failure to propose correctly can have serious consequences
  - ➤ Union issues
  - ➤ Inability of team members to perform
- ♦ There are sanctions for failure to comply with mandatory SCA requirements
  - If a contractor fails to comply with the mandatory SCA requirements, the Government may...
    - Withhold from payments a sum adequate to pay back wages or fringe benefits due employees;
    - Bring legal action against the contractor;
    - Terminate contract and hold contractor liable for any resulting cost to Government;
    - Not award contracts to violators for 3 years.



#### Please remember...

- Work with your staff and subcontractors to ensure familiarity with SCLS requirements
- Pay special attention to completing JDQ Forms
- Ensure correct usage of WDs



# Key Topic – Small Business

#### **David Brock**

Office of Procurement, Small Business Specialist



### **Key Topic – Small Business**

#### Ostensible Subcontract Rule

- An ostensible subcontractor is a subcontractor that:
  - > Performs primary and vital requirements of a contract, or of an order under a multiple award schedule contract.
  - ➤ A subcontractor upon which the prime contractor is unusually reliant.



### **Key Topic – Small Business (cont.)**

## Ostensible Subcontract Rule Things to Consider

- If the Offeror proposes using subcontractors, the Offeror shall consider the following for compliance with the Small Business Administration's (SBA) Ostensible Subcontractor Rule (reference 13 CFR 121.103):
- 1. Who will manage the contract?
- 2. Which party possesses background and expertise necessary for contract performance?
- 3. Which party pursued the contract?
- 4. The degree of collaboration in preparation and submission of this Proposal.
- 5. Whether there are discrete tasks to be performed by each teammate and/or subcontractor, or whether there is instead a co-mingling of personnel and resources.
- 6. Which party will perform the more complex and costly contract functions?
- 7. The relative amount of proposed work (annual dollar value) to be performed by each teammate and/or subcontractor.
- 8. The business size (number of employees and annual revenue) of each teammate and/or subcontractor.
- 9. Is a subcontractor the incumbent and ineligible to submit a proposal because it does not meet all the solicitation requirements (e.g. size standard, set aside type, etc.)?
- 10. Did the prime include subcontractor personnel in the proposed organizational structure, and did the prime propose the managerial staff of the incumbent in their proposal (all or some)?



# Key Topic – Legal Considerations

## **Kevin Love**

Office of Chief Counsel, SEB Legal Advisor



Organizational Conflicts: 3 Provisions

- ♦ H.8 LIMITATION OF FUTURE CONTRACTING
- K.12 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE CERTIFICATION
- L.23 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)



#### **H.8** Limitation of Future Contracting

- Performance of this contract involves:
  - > (1) participation in all phases of the acquisition process (i.e., from acquisition planning through closeout of the contract) at MSFC;
  - > (2) access to and use of highly sensitive information belonging to both the Government and third parties; and
  - > (3) analysis and document preparation in support of the Government's decision-making processes. Thus, to avoid any conflict of interest related to unequal access to information, biased ground rules, and/or impaired objectivity with respect to future contracting opportunities, the Contractor or any subcontractor (including any affiliate as defined in FAR Subpart 2.101, Definitions) under this contract shall not perform nor assist with the performance of any other contract/agreement under the cognizance of MSFC during the performance of this contract.



#### **K.12** Organizational Conflicts of Interest Disclosure Certification

• By submission of its proposal, the Offeror warrants that to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an actual or potential Organizational Conflicts of Interest (OCI), as described in the Federal Acquisition Regulation (FAR) Subparts 2.101 and 9.5, or that the Contractor has disclosed all such relevant information in writing to the Contracting Officer.



#### **L.23** Organizational Conflicts of Interest (OCI)

- Notice. The Contracting Officer has determined that this acquisition gives rise to an Organizational Conflict of Interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.
- The following is a description of the known conflict identified by the Contracting Officer and how the Government avoided this conflict. As a result, this conflict should not require further mitigation on the part of Offerors.



#### L.23 Organizational Conflicts of Interest (OCI) (cont.)

- Unequal Access to Information:
  - ➤ (1) A concern exists that the contractor will acquire nonpublic information (including proprietary and/or commercially sensitive information) in performing the ABSS contract that may provide the contractor with an unfair competitive advantage in later competitions for a Government contract at MSFC. Potential types of tasks which could lead to Unequal Access to Information OCI issues include (but are not limited to):
    - (i) <u>Business Support Services</u>: The contractor shall provide preparation and analysis of budget and financial data, preparation of pertinent briefing materials, analysis and entry of financial data into automated systems, preparation of business resources and financial reports, business and programmatic support to MSFC organizations and teams, and documentation of financial processes and system. In addition, the Contractor shall provide verification and assessment of budget and financial data, evaluation of compliance with applicable policies and procedures, support for independent business and financial analysis and reviews, and operational audit support. This PWS requirement necessitates that the Contractor routinely access and analyze highly sensitive and/or proprietary information from the Government and third parties;



#### L.23 Organizational Conflicts of Interest (OCI) (cont.)

- Unequal Access to Information:
  - ➤ (ii) <u>Acquisition Support Services</u>: The Contractor shall provide professional and technical services as needed in support of MSFC acquisition planning through solicitation, award, training, performance, final payment, and closeout for the full range of contractual instruments used by the Government, including grants and cooperative agreements. This PWS requirement necessitates that the Contractor routinely access and analyze highly sensitive and/or proprietary information from the Government and third parties; and
  - ➤ <u>Legal Support Services</u>: The Contractor shall provide professional, paraprofessional, and technical services as needed in support of the provision of legal services to MSFC organizations and the operations of the MSFC Office of the Chief Counsel. This PWS requirement necessitates that the Contractor frequently access and analyze highly sensitive and/or proprietary information from the Government, civil servant and contractor personnel, and third parties.



#### **L.23** Organizational Conflicts of Interest Plan (OCI)

- Offerors shall submit a draft Organizational Conflicts of Interest (OCI) Plan as part of Volume IV as Attachment J-13, Organizational Conflicts of Interest Plan. An acceptable OCI Plan (including strategies for mitigating any identified OCIs) is an <u>eligibility requirement</u> for consideration of the Offeror's proposal and award of the ABSS contract. As such, the Contracting Officer may communicate with any Offeror at any time during the evaluation process concerning its OCI Plan. This OCI Plan, as approved by the Government, will be included in any resulting contract as a contractual obligation.
- The Offeror shall address each of the requirements listed in paragraph 15.3 of DRD No. 1536MA-002, Organizational Conflicts of Interest (OCI) Plan. [Note: As stated above, the organizational conflicts of interest identified by this solicitation have been resolved with respect to MSFC by clause "H.8, Limitation of Future Contracting." However, the Offeror shall identify its strategy for resolving each actual or potential OCI created for the Offeror by the requirements of the solicitation/contract (e.g., work at other NASA centers by the Offeror or an affiliate, access to highly sensitive information or decision-making processes associated with other NASA centers, assisting other companies in responding to NASA solicitation, etc.)].



# Additional Key Topics

**Robert Newton** 

SEB - Chair



#### Phase-In

- Provision L.13, Contract Phase-In.
- Phase-in can not exceed 30 calendar days, occurring prior to contract commencement on May 01, 2016.
- The phase-in period will be ordered through a firm-fixed price purchase order referencing the awarded ABSS contract and the selected Offeror's proposed Phase-In Plan. Limit of \$150,000.



#### Phase-In (cont.)

- Phase-in requirements include:
  - ➤ Conduct orderly phase-in activities prior to assumption of responsibilities for the effort described in the PWS.
  - > DRDs required during phase-in:
    - Management Plan (DRD 1536MA-001)
    - Organizational Conflicts of Interest (OCI) Plan (DRD 1536MA-002)
    - On-site Safety, Health, and Environmental (SHE) Plan (DRD 1536SA-001)
  - Process Staff in accordance with Attachment J-11, Personal Identity Verification (PIV) Procedures
  - Qualified and badged staff ready to assume performance
- Government will provide limited space for management for phase-in activities.



#### **Required On-Site Training**

- Reference Clause H.12, Documentation of Training and MSFC On-Site Required Training Courses
- MSFC requires that all onsite personnel complete training courses listed in Table H.12-1, Required Training, as well as any future training requirements mandated by MSFC.
- All other training for employees and subcontractors shall be the responsibility of the contractor.
- MSFC makes no obligation to provide training to contractor personnel (exceptions noted above).



#### **Evaluation Factors for Award**

- Acquisition approach is set forth in FAR Part 15 (Contracting by Negotiation).
- At the discretion of the Contracting Officer, the SEB may evaluate the realism of the Offeror's IDIQ price to determine whether the pricing reflects a lack of understanding of the requirements or represents unnecessary performance risks in its approach to fulfilling the requirements of the contract.



#### **Mission Suitability**

- Subfactor 1: Management Approach (MA):
  - ➤ MA-1: Phase-In Plan
  - ➤ MA-2: Management Approach
  - ➤ MA-3: Local Autonomy and Authority
  - ➤ MA-4: Proposed Subcontractors
    - Anticipated skill mix and staffing levels are included in the draft RFP.



#### **Mission Suitability (cont.)**

- Subfactor 2: Staffing Approach (SA):
  - > SA-1: Key Person
  - > SA-2: Recruitment and Retention
    - Only one (1) key person, the program manager, is being requested.
    - Offerors and any proposed subcontractors shall describe their compensation plans, to be used for recruitment and retention of a quality workforce. (See L.19 Volume I – Mission Suitability Proposal Instructions)



# Anticipated Skill Mix and Number for Follow-on Requirement

Acquisition Support Services	WYE
Contract Administrator I	2
Contract Administrator II	6
Contract Administrator III	4
*Procurement Clerk III	1
Procurement Analyst I	5
Procurement Analyst II	2
Procurement Analyst III	2
Procurement Analyst IV	1
Program Analyst III	1
Purchasing Agent II	2

Business Support Services	WYE
Budget Analyst I	1
Budget Analyst II	7
Budget Analyst III	12
Budget Analyst IV	37
Program Analyst I II	2
Program Analyst III	5
Program Analyst IV	2
Resource Analyst III	3

Legal Support Services	WYE
*Paralegal II	1

- Note \* WYE support for the new Procurement Source Selection Office and the MSFC Legal Office are being added to this contract.
- MSFC Organizations supported by the ABSS Contract are listed In Attachment L-6, Current and Anticipated Needs Data, Table L-6-3 of the Draft RFP.



# **Anticipated Skill Mix and Number for Follow-on Requirement (cont.)**

Functional Area	Total WYEs
Program Management Office (PMO)	TBP
Program Manager	1
**Other Support Staff	TBP
Acquisition Support Services	26
Business Support Services	69
Legal Support Services	1
Total	97 + TBP

\*\*Note: Other than the Program Manager (required), Offerors may propose any additional ABSS PMO staff as deemed necessary to fulfill the management of the PWS requirements.

Any proposed additional ABSS PMO staff must be mapped to an existing Labor Category Description (LCD) and be accompanied by a JD/Q, if one does not already exist for the proposed position(s). Also must include additional Direct PMO WYE staff in Volume II – Pricing Worksheets.



#### **Past Performance Evaluation**

• The past performance evaluation is an assessment of the Government's confidence in the offeror's ability to perform the solicitation requirements with consideration given to relevant past performance (e.g. size, content, complexity, and to lesser extent the contract type).

 Maximum of four (4) reference contracts (min of two (2) from Offeror)

• Performance occurred within the last five (5) years. Contract performance more than five (5) years old will not be considered.



#### **Past Performance Evaluation (cont.)**

- For the Offeror, a referenced contract (whether the Offeror performed as the prime or as a subcontractor) must be equal to or greater than \$1.5M per year in order to be considered relevant in size for evaluation purposes.
- For a proposed major subcontractor, a referenced contract (whether the proposed major subcontractor performed as the prime or as a subcontractor) must be equal to or greater than \$0.75M per year.
- Any reference contracts below these values will <u>not</u> be considered.
- ◆ Reference L.21, Volume III Past Performance Proposal Instructions and M.8, Volume III – Past Performance



#### **Concluding Remarks (cont.)**

- ♦ Offerors should monitor the NAIS/FedBizOpps website for periodic updates.
- ♦ Comments may be submitted via email to <a href="rita.r.james@nasa.gov">rita.r.james@nasa.gov</a> no later than Friday, December 4, 12:00 noon CST.
- ◆ As noted previously, Industry Briefing charts and a list of the companies attending the briefing will be posted on NAIS/FedBizOpps.
- ♦ This information is preliminary and subject to change when the final RFP is released.



#### Thank You

The NASA Marshall Space Flight Center would like to thank you for your interest and participation in this important acquisition.